

101 Park Avenue
New York, NY 10178-0060
212-309-6000
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**Morgan, Lewis
& Bockius LLP**
C O U N S E L O R S A T L A W

Jack R T Jordan
212-309-7047

RECORDATION NO 20271-I FILED
NOV 21 '97 4-36 PM

November 20, 1997

Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C.

Re Quantum Chemical Corporation -
Railcar Lease Supplement No. 9
Recordation Number: 2027/-20271-A

Dear Mr. Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a lease supplement, a secondary document, dated as of November 20, 1997.

The names and addresses of the parties to the document are as follows:

Lessor: Sumitomo Bank Leasing and Finance, Inc.
277 Park Avenue
New York, New York 10172

Lessee: Millennium Petrochemicals Inc.
(Formerly Quantum Chemical Corporation)
11500 Northlake Drive
Cincinnati, Ohio 45249

RECEIVED
SURFACE TRANSPORTATION
BOARD
NOV 21 4 36 PM '97

A description of the equipment and documents covered by the Lease Supplement (as defined below) follows:

NY02A/123694 1

Philadelphia	Washington	New York	Los Angeles	Miami	Harrisburg	Pittsburgh	Princeton
	London	Brussels	Frankfurt	Tokyo	Singapore	Jakarta	

Vernon A. Williams
November 20, 1997
Page 2

Sixty-eight 6011 CF aluminum covered hopper cars having quadruple hoppers, stub center sill and pneumatic discharge outlets (the "Equipment"). The hopper cars, which are designed in accordance with AAR Standard S-259-94, have a capacity of 5,851 cubic feet. The cars will have an identifying mark that reads "QCCX".

A fee of \$24 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attention: Ian Shrank, Esq.

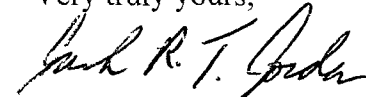
A short summary of the document to appear in the index follows:

Lease Supplement No. 9, dated as of November 20, 1997 (the "Lease Supplement"), to that certain Purchase and Master Lease Agreement, dated as of September 13, 1996 (the "Lease"), by and between Sumitomo Bank Leasing and Finance, Inc., as Lessor, and Quantum Chemical Corporation, as Lessee, covering sixty-eight 6011 CF aluminum covered hopper cars, and (i) all contracts relating to the purchase, operation and maintenance of the Equipment, including all warranties, (ii) any rebate (excluding sales or use tax refunds to Lessee), offset or other similar rights under a purchase order, invoice or purchase agreement with any manufacturer or vendor of any Equipment to the extent such rebate relates to the Equipment, (iii) all books, manuals, logs, records, writings, data bases, information and other property (x) relating solely to, used or useful solely in connection with, or evidencing, embodying or incorporating any of the foregoing or (y) which include the maintenance or alteration records of the Equipment, and (iv) all accessions to and proceeds of and from any and all of the foregoing Equipment (including proceeds which constitute property of the types described in clauses (i), (ii) and (iii) above) and, to the extent not otherwise included, all payments under insurance (whether or not the Lessor, in its capacity as Lessor or as Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing, but excluding any property (and any proceeds thereof) incorporated or installed in or attached to any item of Equipment in connection with a modification, improvement and/or addition to such item of Equipment made by a Lessee as permitted by Section 10(b) of the Lease, without such property becoming Equipment for purposes of the Lease pursuant to the last sentence of Section 10(b) thereof.

Vernon A. Williams
November 20, 1997
Page 3

If you have any questions with respect to the enclosed, please feel free to call me at
(212) 309-7047.

Very truly yours,



Jack R.T. Jordan

Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

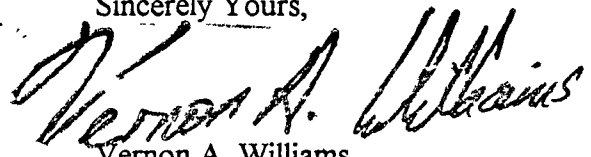
DATE: November 21, 1997

Jack R. T. Jordan
Morgan, Lewis & Bockius
101 Park Avenue
New York NY 10178-0060

Dear Mr. Jordan:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on November 21, 1997 at 4:36PM, and
assigned recordation number(s) 20271-I.

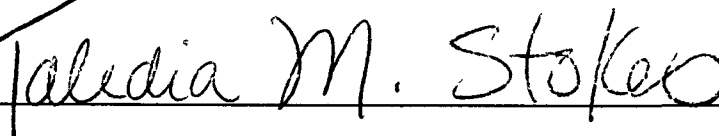
Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 24.00 The amount indicated at the left has been received in payment of a fee in
connection with a document filed on the date shown. This receipt is issued for the amount paid.
In the event of an error or any questions concerning this fee, you will receive a notification after
the Surface Transportation Board has an opportunity to examine your document.

Signature



NOV 21 '97

4-36 PM

LEASE SUPPLEMENT NO. 9

LEASE SUPPLEMENT, dated as of November 20, 1997, to PURCHASE AND MASTER LEASE AGREEMENT dated as of September 13, 1996, as amended (the "Lease Agreement"), among the lessors referred to therein (the "Lessors") and Millennium Petrochemicals Inc. (formerly, Quantum Chemical Corporation) ("Lessee") and Sumitomo Bank Leasing and Finance, Inc., as agent for the Lessors (in its capacity as such, the "Agent").

In consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Lease Agreement.
2. The date of this Lease Supplement is November 20, 1997 (the "Closing Date") and the Lessors hereby lease to Lessee under the Lease Agreement, and the Lessee hereby leases from the Lessors under the Lease Agreement, the Items of Equipment described in Part I of Schedule 1 to this Lease Supplement and said Items of Equipment are subject to all of the covenants, terms and conditions of the Lease Agreement and this Lease Supplement.
3. The initial term for the Items of Equipment described in Part I of Schedule 1 to this Lease Supplement shall commence on the Closing Date and continue to and including September 20, 1998, unless extended or earlier terminated as provided in the Lease Agreement. The parties acknowledge that (i) the Closing Date is occurring after the Initial Term, but the Lease had been extended for a period of one year and (ii) the initial term for the Items of Equipment described in Part I of Schedule 1 to this Lease Supplement is intended to coincide with the current Renewal Term of all other Items of Equipment under the Lease Agreement.
4. Lessee hereby acknowledges and confirms that it has inspected and approved the Equipment set forth on Part I of Schedule I hereto for all purposes of the Lease Agreement and the other Lease Documents and, as between the Lessors and the Lessee, such Equipment is conforming and complies with the specifications for such Equipment, is in good working order, repair, condition and appearance, and without defect therein with respect to design, manufacture, condition, operation and fitness for use or in any other respect, whether or not discoverable by Lessee as of the date hereof and are accepted for lease under the Lease Agreement as of the date specified above.
5. Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease Agreement has occurred with respect to the Equipment set forth on Part I of Schedule I hereto as of the date hereof. Lessee hereby reaffirms each of the representations and warranties set forth in Section 2 of the Lease Agreement as if

made on the date hereof, including that the Equipment set forth on Schedule I hereto is free and clear of all Liens other than Equipment Permitted Liens.

6. The aggregate Equipment Cost for the Items of Equipment described in Part I of Schedule I to this Lease Supplement is \$6,153,080.64.

7. The Acquisition Cost, associated Soft Costs and location (address, county and state) for each Item of Equipment described in Schedule 1 to this Supplement are set forth on Schedule 1 to this Lease Supplement.

8. Initially, and until changed pursuant to the Lease Agreement, Base Rent will be based on the Euro-Dollar Rate.

9. UCC-1 Filings have been made as shown on Schedule 2 to this Supplement, this Supplement will be filed with the STB and the Office of the Registrar General of Canada by the next business day and Additional Base Rent for the Equipment described herein is as set forth in Schedule 3 to this Supplement.

10. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of the Lease Supplement may refer to the "Purchase and Master Lease Agreement, dated as of September 13, 1996," or may identify the Lease Agreement in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

11. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument. This Lease Supplement shall be construed in connection with and as part of the Lease Agreement, and all terms, conditions and covenants contained in the Lease Agreement, as supplemented by this Lease Supplement, shall be and remain in full force and effect and shall govern the Equipment described on Part I of Schedule I hereto.

12. This Lease Supplement has been delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Agent, on behalf of the Lessors, and the Lessee have caused this Lease Supplement to be executed and delivered by their duly authorized officers as of the day and year first above written.

AGENT (ON BEHALF OF
THE LESSORS)

SUMITOMO BANK LEASING AND FINANCE, INC.

By: David A. Ward
Title: Senior Vice President

LESSEE

MILLENNIUM PETROCHEMICALS INC.
(formerly, Quantum Chemical Corporation)

By: Charles F. Dief
Title: VP CFO

Receipt of this original counterpart of this Lease Supplement is hereby acknowledged this 20th day of November, 1997:

SUMITOMO BANK LEASING
AND FINANCE, INC., as Agent

By: _____
Title: _____

SCHEDULE 1 TO LEASE SUPPLEMENT
(Ninth Closing Equipment Schedule)

PART I - Description of Equipment

Type	Quantity	Car Number	Place of Delivery
6011 CF Aluminum Covered Hopper Car	1	QCCX 1054	Tulsa, Oklahoma
6011 CF Aluminum Covered Hopper Car	2	QCCX 1057-1058	Tulsa, Oklahoma
6011 CF Aluminum Covered Hopper Car	65	QCCX 1060-1124	Tulsa, Oklahoma
Total	68		

PART II. - Acquisition Costs, Soft Costs and Equipment Cost

Car Number	Type	Payee Name and Address	Type of Charge	Amount
QCCX 1054 QCCX 1057-1058 QCCX 1060-1124 (68 cars)	Aluminum Covered Hopper Car	Trinity Industries, Inc. Texas Commerce Bank, Houston, TX. Account Number 08805014899 ABA Routing # 113000609	Car Cost (68 cars @ **\$88,848 per car)	\$6,041,664
		Trinity Industries, Inc. Texas Commerce Bank, Houston, TX. Account Number 08805014899 ABA Routing # 113000609	New Car Freight (68 cars @ \$750 per car)	\$51,000
		Sumitomo Bank c/o Transcisco Leasing Company Account Number 017000084-70 ABA Routing # 121002042	Service Fee (68 cars @ \$888.48 per car)	\$60,416.64
Total 68			Total	\$6,153,080.64

** \$88,848 includes base cost plus interior prep and light weight trucks.

SCHEDULE 2
TO
LEASE SUPPLEMENT

UCC-1 Filing Schedule

State

Place of Filing

Ohio

Secretary of State
Hamilton County

SCHEDULE 3
TO
LEASE SUPPLEMENT

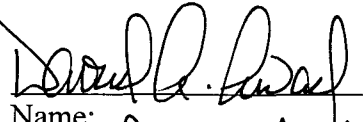
Additional Base Rent

<u>Rent Payment Date</u>	<u>Additional Base Rent</u>
December 20, 1997	26,752.52
January 20, 1998	26,752.52
February 20, 1998	26,752.52
March 20, 1998	26,752.52
April 20, 1998	26,752.52
May 20, 1998	26,752.52
June 20, 1998	26,752.52
July 20, 1998	26,752.52
August 20, 1998	26,752.52
September 20, 1998	26,752.52
October 20, 1998	26,752.52
November 20, 1998	26,752.52
December 20, 1998	26,752.52
January 20, 1999	26,752.52
February 20, 1999	26,752.52
March 20, 1999	26,752.52
April 20, 1999	26,752.52
May 20, 1999	26,752.52
June 20, 1999	26,752.52
July 20, 1999	26,752.52
August 20, 1999	26,752.52

<u>Rent Payment Date</u>	<u>Additional Base Rent</u>
September 20, 1999	26,752.52
October 20, 1999	26,752.52
November 20, 1999	26,752.52
December 20, 1999	26,752.52
January 20, 2000	26,752.52
February 20, 2000	26,752.52
March 20, 2000	26,752.52
April 20, 2000	26,752.52
May 20, 2000	26,752.52
June 20, 2000	26,752.52
July 20, 2000	26,752.52
August 20, 2000	26,752.52
September 20, 2000	26,752.52
October 20, 2000	26,752.52
November 20, 2000	26,752.52
December 20, 2000	26,752.52
January 20, 2001	26,752.52
February 20, 2001	26,752.52
March 20, 2001	26,752.52
April 20, 2001	26,752.52
May 20, 2001	26,752.52
June 20, 2001	26,752.52
July 20, 2001	26,752.52
August 20, 2001	26,752.52
September 20, 2001	26,752.52

ACKNOWLEDGEMENT

I, David A. Awad, certify that I am the Secretary of Sumitomo Bank Leasing and Finance, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act of and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on November 20, 1997.


Name: David A. Awad
Title: Secretary

ALL-PURPOSE ACKNOWLEDGMENT

State of New York)

County of Queens)

On November 20, 1997 before me, Jeannette Carmona Notary Public

Date

Name, Title of Officer, e.g. "Jane Doe,
Notary Public

personally appeared Daoud A. Auhd

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Jeannette Carmona
Signature of Notary

JEANNETTE CARMONA
Notary Public, State of New York
No. 01CA5072806
Qualified in Queens County
Commission Expires Feb. 10, 1999

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL(S)

☒ CORPORATE OFFICER(S)

Secretary
TITLE

TITLE

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Sumitomo Bank Leasing
and Finance, Inc

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ SUBSCRIBING WITNESS

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____